Off-Grid Energy Terms and conditions September 2012:

Installation: The installation of electrical equipment can be very hazardous and dangerous if done incorrectly. Installation of Off-Grid Energy's Systems must be completed by an appropriate Competent Person set out by AS3000;2007 Clause 1.4.30:

> " A person, who has acquired, through training, qualifications or experience or a combination of these, the knowledge and skill enabling that person to person the required task correctly"

Payment terms: A deposit payment is required by the customer to secure order and prior to shipment release and/or installations. Terms are strictly net and payment must accompany an order. Payment by Cheque, Money Order or Direct Credit is acceptable.

Freight: The cost of freight of equipment to site, unless otherwise stated is added and included in the final invoice value. Additional freight, holding, delivery and storage charges acquired by Off-Grid Energy deemed not to be at fault will be invoiced to the receiver accordingly. Batteries and Solar Panels maybe delivered separately to other equipment. Additional freight arrangements will be added to the quote as required for smaller purchases or secondary forwarding locations.

Delivery and receipt: From date deposit is received, please allow a minimum of 2 weeks for system construction and delivery. Batteries maybe shipped separately to capital city depot. For deliveries without forklift at delivery location, a tray truck is required and will be charged accordingly.

Installation support: Systems include installation and commissioning manual. OEA technical support is available on request

Customer support: OEA System Manual provided with each base unit purchase. Off-Grid Energy Australia installed and commissioned systems are supported with full phone and remote technical assistance. Service calls may be charged to the customer if it is not deemed to be required as a fault of Off-Grid Energy Australia supplied equipment. This may include faults occurring from customer supplier generators, in-proper use of the system or failure to maintain or operate the power system as set in the customer user manual.

System design: Off-Grid Energy Australia take no responsibly for poor system choice resulting in excess generator usage, system shut down due to overload or poor battery performance as a result of frequent deep discharging.

Prices: All listed prices are subject to change without notice. Off-Grid Energy Australia (OEA) reserves the right, to at any time, make adjustments to listed prices as required. OEA will be pleased to issue written quotations with a stated validity period on request. All listed prices shown do NOT include Australian GST (unless otherwise stated) and will be charged at the applicable rate unless exemption is claimed at the time of order.

Title of Goods: Title of goods shall only pass to the buyer following full payment of the relevant OEA invoice(s). OEA retains ownership of same goods and reserves the right to reclaim these goods if the invoice is not paid within the terms of this contract.

Shipping Method: Shipments will be dispatched according to our best judgment unless a specific carrier and method is specified at the time of order unless alternative arrangements are requested. OEA default shipments carry insurance for loss or damage in transit, and OEA's obligation under this clause shall expire upon a signature being obtained by our carriers for goods received in good order and condition and also provided that any claims for damages or shortages are made in writing within 14 days of shipment. If an alternate carrier is specified or if goods are shipped on a 'freight charges collect' basis, all responsibility for goods passes to the buyer immediately upon receipt of the goods by the nominated carrier. Most Battery shipments will be freighted separately.
Please note that under NO CIRCUMSTANCES will:
a) Responsibility be accepted by OEA for goods damaged in transit if goods have been signed for in good order and condition.
b) OEA will be held liable for damages except for goods carried by our own nominated carriers.
The above terms and conditions apply to domestic shipping only. Standard shipping terms for export buyers are available on request.

Claims for Shortages: Claims for shortages must be made in writing within fourteen days after the date of shipment of material.

Liability: OEA shall not be liable for any loss, damage, suits, actions, liabilities, demands, expenses or proceedings of whatever nature howsoever arising including but without limiting the generality of the foregoing loss, injury or damage whether consequential or otherwise from the acquisition, purchase, usage, sale, re-sale or disposal of the goods by the buyer or from any other cause whatsoever. OEA shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery due to circumstances beyond its reasonable control and the customer shall accept and pay for goods notwithstanding late delivery.
Applicable Law: Unless otherwise stated, any contract arising from OEA's receipt and acceptance of a customers written order shall be construed and operate as a contract in conformity with the laws of the State of acceptance.